

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:

ExxonMobil Oil Corporation
3700 West 190th Street
Torrance, California 90509-2929

ID No. (CAD 008 354 052)

Respondent.

Docket HWCA 2005-0957.

CONSENT ORDER

Health and Safety Code
Section 25187

The State Department of Toxic Substances Control (Department) and ExxonMobil Oil Corporation (Respondent) enter into this Consent Order and agree as follows:

1. Respondent generates, handles, treats, stores, and/or disposes of hazardous waste at the refinery located at 3700 West 190th Street, Torrance, California 90509-2929 (Site).
2. On or about July 11, 2003, Respondent notified the Department that one of Respondent's waste water streams may be considered a hazardous waste under state and federal regulations and requested that the Department visit the Site to discuss certain issues relating to wastewater management at the Site. The Department inspected the Site on August 6, 2003. At the inspection, the Department reviewed the regulatory status of Tanks 5D-1, 266C40A/40B, and 300x16/17/23, as well as the wastewater discharge to the Del Amo outfall.

3. The Department issued a Summary of Violations (SOV) on or about December 31, 2003, based in part on self disclosure information provided by Respondent.

4. The Department alleges that Respondent violated Health and Safety Code, sections 25201(a) and 25189.2(c) in that Respondent discharged wastewater that was a California hazardous waste by virtue of its selenium concentration to the Los Angeles County Sanitation District through the Del Amo outfall and that this discharge continued for a period of at least five years

5. Jurisdiction exists pursuant to Health and Safety Code section 25187.

6. Respondent waives any right to a hearing in this matter.

7. This Consent Order shall constitute full settlement of the matters addressed during the August 6, 2003 inspection relating to paragraphs 2 and 4 of this Order and violations arising from the matters alleged in the SOV dated December 31, 2003, but does not limit the Department from taking appropriate enforcement action concerning other violations.

SCHEDULE FOR COMPLIANCE

8. Respondent shall comply with the following:

8.1. No later than January 1, 2007 Respondent shall operate selenium removal equipment or otherwise ensure that the effluent stream at the Del Amo outfall is below the State hazardous waste limit of 1.0 mg per liter for soluble selenium.

8.2. No later than February 15, 2007, Respondent shall furnish a report to the Department certifying that the selenium treatment system installed by Respondent substantially operated as designed and that the effluent stream was below the soluble selenium limit of 1.0 mg per liter at the Del Amo outfall during the preceding calendar month as evaluated from sampling and analysis conducted during that calendar month pursuant to the Del Amo Sampling Plan, attached to this Consent Order as Attachment A. Nothing herein indicates approval by the Department of the Del Amo Sampling Plan for any purpose other than the one-time certification required by this paragraph. Respondent's failure to furnish the report/certification by February 15, 2007 shall not extinguish Respondent's obligation to furnish the report/certification, subject to Paragraphs 8.14 and 8.15.

8.3. Respondent shall comply with all terms, requirements and conditions set forth in Section 9 (Payments) below.

8.4. Submittals: All submittals from Respondent pursuant to this Consent Order shall be sent simultaneously to:

Ms. Florence Gharibian, Chief
Compliance Branch
Department of Toxic Substances Control
1011 North Grandview Ave
Glendale, CA 91201

Brent Perry
Industrial Waste Section
County Sanitation Districts of Los Angeles County
1955 Workman Mill Road
Whittier, CA 90607

8.5. Communications: All approvals and decisions of the Department made regarding such submittals and notifications shall be communicated to Respondent in writing by a Branch Chief, Department of Toxic Substances Control, or his/her designee. No informal advice, guidance, suggestions, or comments by the Department regarding reports, plans, specifications, schedules, or any other writings by Respondent shall be construed to relieve Respondent of its obligation to obtain such formal approvals as may be required.

8.6. Department Review and Approval: If the Department determines that any report, plan, schedule, or other document submitted for approval pursuant to this Consent Order fails to comply with the Order or fails to protect public health or safety or the environment, the Department may return the document to Respondent with recommended changes and a date by which Respondent must submit to the Department a revised document incorporating the recommended changes.

8.7. Compliance with Applicable Laws: Respondent shall carry out this Order in compliance with all local, State, and federal requirements, including but not limited to requirements to obtain permits and to assure worker safety.

8.8. Endangerment during Implementation: In the event that the Department determines that any circumstances or activity (whether or not pursued in compliance with this Consent Order) are creating an imminent or substantial endangerment to the health or welfare of people on the site or in the surrounding area or to the environment, the Department may order Respondent to stop further

implementation for such period of time as needed to abate the endangerment. Any deadline in this Consent Order directly affected by a Stop Work Order under this section shall be extended for the term of such Stop Work Order.

8.9. Liability: Nothing in this Consent Order shall constitute or be construed as a satisfaction or release from liability for any conditions or claims arising as a result of past, current, or future operations of Respondent, except as expressly set forth in Paragraphs 2 and 4 of this Consent Order and as otherwise provided in this Consent Order. Notwithstanding compliance with the terms of this Consent Order, Respondent may be required to take further actions as are necessary to protect public health or welfare or the environment.

8.10. Site Access: Nothing in this Consent Order is intended to limit in any way the right of entry or inspection that any agency may otherwise have by operation of any law.

8.11. Sampling, Data, and Document Availability: Respondent shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by Respondent or on Respondent's behalf pertaining to work undertaken pursuant to this Consent Order. Respondent shall allow the Department and its authorized representatives to take duplicates of any samples collected by Respondent pursuant to this Consent Order. Respondent shall maintain a central depository of the data, reports, and other documents prepared pursuant to this Consent Order. All such data, reports, and other documents shall be preserved by Respondent for a minimum of six years

after the conclusion of all activities under this Consent Order. If the Department requests that some or all of these documents be preserved for a longer period of time, Respondent shall either comply with that request, deliver the documents to the Department, or permit the Department to copy the documents prior to destruction. Respondent shall notify the Department in writing at least six months prior to destroying any documents prepared pursuant to this Consent Order.

8.12. Government Liabilities: The State of California shall not be liable for injuries or damages to persons or property resulting from acts or omissions by Respondent or related parties specified in paragraph 10.3, in carrying out activities pursuant to this Consent Order, nor shall the State of California be held as a party to any contract entered into by Respondent or its agents in carrying out activities pursuant to this Consent Order.

8.13. Incorporation of Plans and Reports: All plans, schedules, and reports that require Department approval and are submitted by Respondent pursuant to this Consent Order are incorporated in this Consent Order upon approval by the Department.

8.14. Extension Requests: If Respondent is unable to perform any activity or submit any document within the time required under this Consent Order (including, but not limited to, the report required pursuant to Paragraph 8.2), the Respondent may, prior to expiration of the time, request an extension of time in writing. The extension request shall include a justification for the delay.

8.15. Extension Approvals: If the Department determines that good cause exists for an extension, it will grant the request and specify in writing a new compliance schedule. Copies of such approval or other Notices intended for Respondent pursuant to this Consent Order shall be sent to the following:

To: Jonathan E. Child
Safety, Health and Environmental Manager
ExxonMobil Torrance Refinery
3700 West 190th Street, Room Admin 262
Torrance, CA 90509

To: Grace C. Yeh
Refinery Attorney
ExxonMobil Torrance Refinery
3700 West 190th Street, Room Admin 117
Torrance, CA 90509

PAYMENTS

9. Payments: Respondent shall make each of the payments specified in paragraphs 9.1, 9.2. and 9.3.

9.1. Penalty and Reimbursement: Within 30 days from the effective date of this Consent Order, Respondent shall pay the Department a total of \$ 450,000, of which \$350,000 is a penalty and \$100,000 is reimbursement of the Department's costs. Respondent's check shall be made payable to Department of Toxic Substances Control, and shall be delivered together with the attached Payment Voucher to:

Department of Toxic Substances Control
Accounting Office
1001 I Street, 21st floor
P. O. Box 806
Sacramento, California 95812-0806

9.2. Supplemental Environmental Project: Within 30 days from the effective date of this Consent Order, Respondent shall pay \$150,000 to the Environmental Education Account of the California Environmental Protection Agency. Respondent shall pay with a check payable to "Environmental Education Account (Fund 8020)" and send that check to:

Judy Tanimoto
Fiscal Officer
California Environmental Protection Agency
P. O. Box 1436
Sacramento, CA 95812-2815
(916) 322-8200.

Respondent shall also give notice of the payment to Linda Adams, Secretary of California Environmental Protection Agency at the same address.

9.3. Western States Project: Within 30 days from the effective date of this Consent Order, Respondent shall pay \$50,000 to the Western States Project Training Fund, at the following address:

Arizona Attorney General's Office
1275 W. Washington Street
Phoenix, AZ 85007

9.4. Notice of Payments: After making each of the required payment Respondent shall send a photocopy of the check or other evidence of payment to each of the following:

To: Florence Gharibian, Chief
Department of Toxic Substances Control
1011 N. Grandview Avenue
Glendale, CA 91201-2205

To: James Grace
Staff Counsel
Department of Toxic Substances Control
8800 Cal Center Drive
Sacramento, CA 95826-3200

9.5. Default Provision: If Respondent fails to make payment as provided above, Respondent agrees to pay interest at the rate established pursuant to Health and Safety Code section 25360.1 and to pay all costs incurred by the Department in pursuing collection including attorney's fees.

OTHER PROVISIONS

10. Other Provisions

10.1. Additional Enforcement Actions: By agreeing to this Consent Order, the Department does not waive the right to take further enforcement actions, except to the extent provided in this Consent Order.

10.2. Penalties for Noncompliance: Failure to comply with the terms of this Consent Order may subject Respondent to civil penalties and/or punitive damages for any costs incurred by the Department or other government agencies as a result of such failure, as provided by Health and Safety Code section 25188 and other applicable provisions of law.

10.3. Parties Bound: This Consent Order shall apply to and be binding upon Respondent and its officers, directors, agents, receivers, trustees, employees, contractors, consultants, successors, and assignees, including but not limited to individuals, partners, and subsidiary and parent corporations, and upon

the Department, any successor agency, and any other agency with enforcement authority under Health and Safety Code section 25181.

10.4. Effective Date: The effective date of this Consent Order is the date it is signed by the Department.

10.5. Integration: This agreement constitutes the entire agreement between the parties and may not be amended, supplemented, or modified, except as provided in this agreement.

10.6. Termination: Respondent's obligations under this Consent Order shall terminate upon the later of the receipt by the Department of: (1) all of the Notice of Payments required by Paragraph 9.4, or (2) the report required to be submitted pursuant to Paragraph 8.2.

10.7. Captions and Headings: Captions and headings used herein are for convenience only and shall not be used in construing this Consent Order.

10.8. Severability: If any provision of this Consent Order is found by a court of competent jurisdiction to be illegal, invalid, unlawful, void or unenforceable, then such provision shall be enforced to the extent that it is not illegal, invalid, unlawful, void, or unenforceable, and the remainder of this Consent Order shall continue in full force and effect.

10.9. Entire Agreement: This Consent Order contains the entire and only understanding between the Parties regarding the subject matter contained herein and shall supercede any and all prior and/or contemporaneous oral or written negotiations, agreements, representations and understandings. The Parties

understand and agree that in entering into this Consent Order, the Parties are not relying on any representations not expressly contained in this Consent Order.

10.10. Counterparts: This Consent Order may be executed and delivered in any number of counterparts, each of which when executed and delivered shall be deemed to be an original, but such counterparts shall together constitute one and the same document.

Date: 1/26/2007 **Original signed by: Max A. Ocansey**
ExxonMobil Oil Corporation
By: Max A. Ocansey, Torrance Refinery Manager

Date: 1/26/2007 **Original signed by: Kim Wilhelm**
Department of Toxic Substances Control